

United States Bankruptcy Court  
Southern District of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)

(Jointly Administered)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BKM Holdings (Cayman) Ltd.  
Name of Transferee

Goldman Sachs & Co.  
Name of Transferor

Court Claim #: multiple – see attached schedule  
Claim Amount: see attached schedule

Name and Address where notices to Transferee  
should be sent:

BKM Holdings (Cayman) Ltd.  
c/o Davidson Kempner Capital Management  
65 East 55<sup>th</sup> Street  
New York, NY 10022  
Attn.: Jennifer Donovan  
(212) 446-4018  
jdonovan@dkpartners.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

BKM HOLDINGS (CAYMAN) LTD.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: ~~Director~~ \_\_\_\_\_

Date: \_\_\_\_\_

9/13/13

Schedule 1

	Proof of Claim	ISIN/CUSIP	Principal/Notional Amount	Allowed Amount
1.	55829	XS0268033908	EUR 2,376,000.00	USD 3,371,795.31
2.	62743	XS0163559841	EUR 82,000.00	USD 118,581.57
	62743	XS0274127009	EUR 935,000.00	USD 1,326,863.90
3.	62744	XS0163559841	EUR 122,000.00	USD 176,426.24
	62744	XS0274127009	EUR 1,405,000.00	USD 1,993,843.61
4.	56041	XS0163559841	EUR 500,000.00	USD 723,057.99
5.	56173	XS0163559841	EUR 1,565,000.00	USD 2,263,172.62
6.	59799	XS0229584296	EUR 397,000.00	USD 601,267.32

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Goldman Sachs & Co.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **BKM HOLDINGS (CAYMAN) LTD.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the claims evidenced by the Proofs of Claim identified by the Proof of Claim Numbers specified in Schedule 1 filed by or on behalf of Seller's predecessor in interest (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed on account of the Purchased Claim or on account of any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Claim, but only to the extent relating to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), and (d), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) each Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claim; (g) to the extent received from Seller's predecessor in interest, the Notice of Proposed Allowed Claim Amount ("Notice") for each Proof of Claim provided to Purchaser is true and correct and no action was undertaken by Seller with respect to the Notice for the Proof of Claim; (h) Seller has provided to Purchaser a copy of relevant portions of the remittance notice in the form which was received by Seller from Seller's predecessor in interest in connection with distributions made by the Debtor in respect of the Transferred Claims on or about April 4, 2013; and (i) Seller received from its predecessor in interest a distribution relating to the Transferred Claims in the amount of \$885,691.27 (the "Distribution") and other than the Distribution, Seller has not received any payments or distributions relating to the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the

Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property on account of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Following the date of this Agreement, Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller on account of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 13<sup>th</sup> day of ~~August~~ September 2013.

**GOLDMAN SACHS & CO.**

By: 

Name:

Title:

**Jeremiah Keefe**  
Managing Director

30 Hudson Street, 5th Floor  
Jersey City, NJ 07302  
Attn: Michelle Latzoni  
Email: gsd.link@gs.com  
Tel: (212)934-3921

**BKM Holdings (Cayman) Ltd.**

By: \_\_\_\_\_

Name:

Title: Director

c/o Davidson Kempner Capital Management  
65 East 55th Street  
New York, New York 10022  
Attention: Suzanne Gibbons  
Telephone: 646 282 5827  
Facsimile: 212 371 4318  
Email: sgibbons@dkpartners.com

Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property on account of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Following the date of this Agreement, Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller on account of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 13<sup>th</sup> day of ~~August~~ September 2013.

**GOLDMAN SACHS & CO.**

**BKM Holdings (Cayman) Ltd.**

By: \_\_\_\_\_  
Name:  
Title:

30 Hudson Street, 5th Floor  
Jersey City, NJ 07302  
Attn: Michelle Latzoni  
Email: gsd.link@gs.com  
Tel: (212)934-3921

By: Andy Friedman  
Name: Andy Friedman  
Title: Director Manager

c/o Davidson Kempner Capital Management  
65 East 55th Street  
New York, New York 10022  
Attention: Suzanne Gibbons  
Telephone: 646 282 5827  
Facsimile: 212 371 4318  
Email: sgibbons@dkpartners.com

Schedule 1

Transferred Claims

Purchased Claim

1. 50.13123% of Proof of Claim Number 55393 relating to ISIN XS0350187604 = \$2,713,631.33 (in allowed amount);
2. 100.00000% of Proof of Claim Number 45722 relating to ISIN XS0288524795 = \$2,850,570.03 (in allowed amount);
3. 100.00000% of Proof of Claim Number 45723 relating to ISIN XS0288524795 = \$2,850,570.03 (in allowed amount);
4. 100.00000% of Proof of Claim Number 45725 relating to ISIN XS0288524795 = \$427,585.50 (in allowed amount);
5. 96.99306% of Proof of Claim Number 55403 relating to ISIN XS0312086704 = \$3,570,469.91 (in allowed amount);
6. 100.00000% of Proof of Claim Number 66962 relating to ISIN XS0247984965 = \$3,547,764.43 (in allowed amount);
7. 46.67082% of Proof of Claim Number 58221 relating to ISIN XS0220152069 = \$2,134,437.34 (in allowed amount);
8. 75.00000% of Proof of Claim Number 55814 relating to ISIN XS0268033908 = \$85,146.35 (in allowed amount);
9. 100.00000% of Proof of Claim Number 55819 relating to ISIN XS0268033908 = \$7,095.53 (in allowed amount);
10. 100.00000% of Proof of Claim Number 55825 relating to ISIN XS0268033908 = \$28,382.10 (in allowed amount);
11. 96.00000% of Proof of Claim Number 55829 relating to ISIN XS0268033908 = \$3,371,795.31 (in allowed amount);
12. 100.00000% of Proof of Claim Number 62743 relating to ISIN XS0163559841 = \$118,581.57 (in allowed amount);
13. 100.00000% of Proof of Claim Number 62744 relating to ISIN XS0163559841 = \$176,426.24 (in allowed amount);
14. 100.00000% of Proof of Claim Number 56041 relating to ISIN XS0163559841 = \$723,057.99 (in allowed amount);
15. 100.00000% of Proof of Claim Number 56173 relating to ISIN XS0163559841 = \$2,263,172.62 (in allowed amount);
16. 100.00000% of Proof of Claim Number 62743 relating to ISIN XS0274127009 = \$1,326,863.90 (in allowed amount);
17. 100.00000% of Proof of Claim Number 62744 relating to ISIN XS0274127009 = \$1,993,843.61 (in allowed amount); and
18. 100.00000% of Proof of Claim Number 59799 relating to ISIN XS0229584296 = \$601,267.32 (in allowed amount).

Lehman Programs Securities to which Transfer Relates

	ISIN/CUSIP	Issuer	Guarantor	Proof of Claim	Principal/Notional Amount	Allowed Amount
1.	XS0350187604	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	55393	EUR 1,910,000.00	USD 2,713,631.33
2.	XS0288524795	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	45722	EUR 2,000,000.00	USD 2,850,570.03
3.	XS0288524795	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	45723	EUR 2,000,000.00	USD 2,850,570.03
4.	XS0288524795	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	45725	EUR 300,000.00	USD 427,585.50

Schedule 1-1

5.	XS0312086704	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	55403	EUR 2,516,000.00	USD 3,570,469.91
6.	XS0247984965	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	66962	EUR 2,500,000.00	USD 3,547,764.43
7.	XS0220152069	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	58221	EUR 1,500,000.00	USD 2,134,437.34
8.	XS0268033908	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	55814	EUR 60,000.00	USD 85,146.35
9.	XS0268033908	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	55819	EUR 5,000.00	USD 7,095.53
10.	XS0268033908	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	55825	EUR 20,000.00	USD 28,382.10
11.	XS0268033908	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	55829	EUR 2,376,000.00	USD 3,371,795.31
12.	XS0163559841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62743	EUR 82,000.00	USD 118,581.57
13.	XS0163559841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62744	EUR 122,000.00	USD 176,426.24
14.	XS0163559841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	56041	EUR 500,000.00	USD 723,057.99
15.	XS0163559841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	56173	EUR 1,565,000.00	USD 2,263,172.62
16.	XS0274127009	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62743	EUR 935,000.00	USD 1,326,863.90
17.	XS0274127009	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62744	EUR 1,405,000.00	USD 1,993,843.61
18.	XS0229584296	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59799	EUR 397,000.00	USD 601,267.32